

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**BROADCAST MUSIC, INC.; MJ
PUBLISHING TRUST d/b/a MIJAC MUSIC;
WARNER- TAMERLANE PUBLISHING
CORP.; SONY/ATV LATIN MUSIC
PUBLISHING LLC; COREY FOWLER;
CAHRON CHILDS; CHANTI GLEE;
RUNWAY STAR MUSIC PUBLISHING,**

Plaintiffs,

v.

**TOLIOS/ANDREW, INC. d/b/a SAMY'S
LOUNGE a/k/a SAMY'S a/k/a SAMY'S
PARTY BAR and ASPASIA ANDREW,
individually,**

Defendants.

Case No. 1:12-cv-4647

Hon. Amy J. St. Eve

**Plaintiffs' Motion to Reinstate
and for Entry of Consent Judgment**

Plaintiffs respectfully move this Court to reinstate the case and for entry of the Consent Judgment pursuant to the Settlement Agreement between the parties having an effective date of October 17, 2012. In support of this motion, Plaintiffs state as follows:

1. On June 14, 2012, Plaintiffs filed a Complaint against Defendants Tolios/Andrew, Inc. d/b/a Samy's Lounge a/k/a Samy's a/k/a Samy's Party Bar and Aspasia Andrew (collectively, "Defendants") alleging four counts of copyright infringement. (Dkt. 1.)

2. On June 20, 2012, Defendant Tolios/Andrew, Inc. d/b/a Samy's Lounge a/k/a Samy's a/k/a Samy's Party Bar was properly served with a copy of the Complaint. (Dkt. 7.)

3. On June 25, 2012, Defendant Aspasia Andrew was properly served with a copy of the Complaint. (Dkt. 9.)

4. On August 10, 2012, Defendants filed their Answer to Complaint. (Dkt. 14.)
5. On October 17, 2012, the parties entered into a Settlement Agreement. A true and correct copy of the Settlement Agreement is attached as Exhibit A to this motion.
6. Defendants agreed to entry of the Consent Judgment in the event that they failed to comply with the obligations set forth in Paragraph 1 pursuant to Paragraph 2. (Ex. A at ¶ 2.) A true and correct copy of the Consent Judgment is attached as Exhibit B to this motion.
7. In particular, Defendants were obligated to provide four checks dated December 1, 2012, March 1, 2013, June 1, 2013, and September 1, 2013, to cover the entire settlement amount. (Ex. A at ¶ 1.)
8. On December 10, 2012, the Court dismissed the case, without prejudice, with leave to reinstate by November 1, 2013. (Dkt. 25.)
9. On September 17, 2013, Defendants' check dated September 1, 2013, was returned by the bank from which it was drawn because the account was closed. A true and correct copy of the returned check is attached as Exhibit C to this motion.
10. On October 16, 2013, counsel for Plaintiffs informed counsel for Defendants that the last check was returned because the bank account had been closed and requested that Defendants promptly provide a cashier's check to satisfy the last payment owed under the Settlement Agreement. A true and correct copy of the letter dated October 16, 2013 is attached as Exhibit D to this motion.
11. Defendants did not provide a written response to the October 16 letter and have not paid the outstanding settlement amount of \$2,500.00.

12. Defendants' failure to satisfy the last payment of \$2,500.00 constitutes a breach of the Settlement Agreement for failure to comply with their obligations under Paragraph 1 of the Settlement Agreement.

13. As set forth in the Consent Judgment, the judgment amount is \$20,000 minus \$7,500.00 (that represents the amount that has been paid already by the Defendants pursuant to Paragraph 1 of the Settlement Agreement) plus 9% interest from September 1, 2013, until entry of the Consent Judgment by the Court. (Ex. B at ¶ 4.)

14. Defendants agree that they are subject to the jurisdiction of this Court and that venue is proper for entry and enforcement of the Consent Judgment and for enforcement of the Settlement Agreement. (Ex. A at ¶ 2.)

15. Accordingly, entry of the Consent Judgment for a judgment amount of \$12,500.00 plus 9% interest from September 1, 2013, until entry of the Consent Judgment by the Court is proper.

THEREFORE, Plaintiffs respectfully request that the Court grant Plaintiffs' Motion to Reinstate and for Entry of Consent Judgment and enter judgment in the amount of \$12,500.00 plus 9% interest from September 1, 2013, until entry of the Consent Judgment by the Court.

Dated: October 28, 2013

Respectfully submitted,

/s/ Charles A. Laff

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Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of October, 2013, a copy of the foregoing document was filed electronically with the Clerk of the Court using the CM/ECF system and was served on the following counsel as indicated below.

Chris D. Rouskey
ROUSKEY AND BALDACCI
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☒ Via CM/ECF Service
☐ Via First Class Mail
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/s/ Charles A. Laff

Charles A. Laff